

**NEPTUNE TOWNSHIP RENT LEVELING BOARD - AGENDA FEBRUARY 6, 2020- 6pm**

James Manning, Jr. calls the meeting to order and requests the Secretary to call the roll:

**ROLL CALL:**

Connie Holmes \_\_\_\_\_ James Manning, Jr. \_\_\_\_\_ Naomi Riley \_\_\_\_\_  
Ruth Johnson \_\_\_\_\_ Bryan Acciani \_\_\_\_\_ Alternate #1 Jeff Klein \_\_\_\_\_  
Alternate II Wendel Thomas \_\_\_\_\_

**Flag Salute**

Chairperson Manning announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster, posting the notice on the Board in the Municipal Complex, and filing a copy of the said notice with the Municipal Clerk.

Consumer Price Index [December's price index was 278.164, area prices up 0.1 percent over the month and 2.2% increase over the year]

**Action Items:**

**Approval of Minutes** - January 2, 2020.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Vote:

Holmes \_\_\_\_\_; Manning \_\_\_\_\_; Riley \_\_\_\_\_; Johnson \_\_\_\_\_; Acciani \_\_\_\_\_;  
Klein \_\_\_\_\_; Thomas \_\_\_\_\_

**Resolutions**

1. Resolution #20-05 – Amend Rules and Regulations

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Vote:

Holmes \_\_\_\_\_; Manning \_\_\_\_\_; Riley \_\_\_\_\_; Johnson \_\_\_\_\_; Acciani \_\_\_\_\_;

Klein \_\_\_\_\_; Thomas \_\_\_\_\_

2. Resolution #20-06 – Dismissal of Appeal – Jadus McIntyre

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Vote:

Holmes \_\_\_\_\_; Manning \_\_\_\_\_; Riley \_\_\_\_\_; Johnson \_\_\_\_\_; Acciani \_\_\_\_\_;

Klein \_\_\_\_\_; Thomas \_\_\_\_\_

**DISCUSSION ITEMS:**

A. Hearing – Jamie Landsman vs Jumping Brook Apts.

**PUBLIC PARTICIPATION:**

**ADJOURNMENT (Time):** \_\_\_\_\_

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Vote:

Holmes \_\_\_\_\_; Manning \_\_\_\_\_; Riley \_\_\_\_\_; Johnson \_\_\_\_\_; Acciani \_\_\_\_\_;

Klein \_\_\_\_\_; Thomas \_\_\_\_\_



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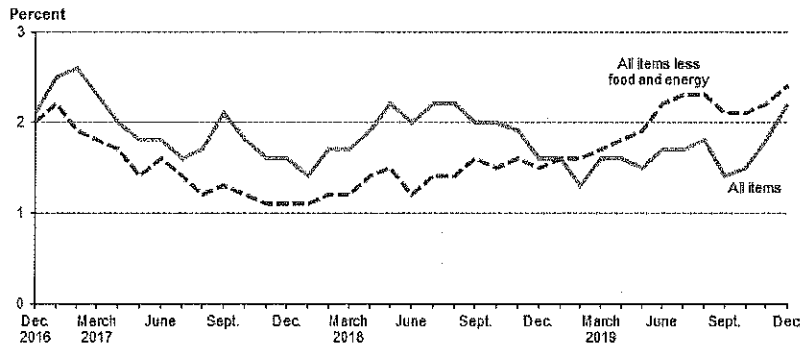
**Consumer Price Index, New York-Newark-Jersey City – December 2019**

**Area prices up 0.1 percent over the month and 2.2 percent over the year**

Prices in the New York-Newark-Jersey City area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), ticked up 0.1 percent for the second consecutive month in December, the U.S. Bureau of Labor Statistics reported today. Chief Regional Economist Martin Kohli attributed the December change to rising prices for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

Over the year, the CPI-U advanced 2.2 percent. The index for all items less food and energy increased 2.4 percent, the highest rate posted since April 2012. (See [table A](#) and [chart 1](#).) Price increases for shelter drove the 12-month change in both indexes. (See [table 1](#).)

**Chart 1. Over-the-year percent change in CPI-U, New York-Newark-Jersey City, December 2016–December 2019**



Source: U.S. Bureau of Labor Statistics.

**Food**

The food index rose 0.5 percent after dropping 0.8 percent in November. Higher prices in four of the six grocery groups drove a 0.6-percent rise in the food-at-home index. Among the groceries with higher prices in December were bacon, breakfast sausage, and related products; eggs; and other bakery products. Prices for food away from home rose 0.4 percent.

Over the year, the food index increased 1.6 percent. Prices for food away from home were up 3.1 percent, and prices for food at home rose 0.4 percent.

**Energy**

The energy index was unchanged in December. Household energy prices declined 0.1 percent, with a 2.3-percent decline in electricity prices and a 2.2-percent rise in natural gas prices. Gasoline prices were flat.

From December 2018 to December 2019, the energy index increased 0.8 percent. Gasoline prices rose 0.9 percent. Household energy prices were up 0.7 percent, with price increases for fuel oil and other fuels partially offset by declines in prices for natural gas (-0.9 percent) and electricity (-0.1 percent).

**All items less food and energy**

The index for all items less food and energy ticked up 0.1 percent in December. Shelter edged up 0.2 percent, led by higher prices for out-of-town lodging. Owners' equivalent rent and residential rent each rose 0.1 percent. Among other categories with price increases were new and used motor vehicles (1.9 percent), motor vehicle insurance (1.0 percent), household furnishings and operations (0.8 percent), and recreation (0.7 percent). These increases were largely offset by a decline in public transportation, including airline fares, and a seasonal decline in apparel prices (-3.3 percent).

Over the year, the index for all items less food and energy advanced 2.4 percent. A 2.2-percent increase in shelter prices included a 3.0-percent rise in residential rent and a 1.9-percent increase in owners' equivalent rent. Medical care prices rose 4.5 percent. A 3.7-percent rise in prices for tuition, other school fees, and childcare contributed to a 3.4-percent increase in prices for education and communication. Prices for motor vehicle insurance and recreation rose 3.2 and 3.1 percent, respectively. In contrast, apparel prices declined 2.1 percent since last December.

**Table A. New York-Newark-Jersey City CPI-U 1-month and 12-month percent changes (not seasonally adjusted)**

Month	2014		2015		2016		2017		2018		2019	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.9	1.9	0.1	-0.5	0.2	0.8	0.6	2.5	0.4	1.4	0.5	1.6
February	-0.2	1.1	0.3	0.1	0.2	0.6	0.3	2.6	0.5	1.7	0.2	1.3
March	0.4	1.3	0.2	-0.1	0.2	0.7	0.0	2.3	0.0	1.7	0.3	1.6
April	0.0	1.6	0.1	0.0	0.4	1.0	0.1	2.0	0.3	1.9	0.3	1.6

Footnotes:  
(R) = revised.

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20-64-NEW  
Tuesday, January 14, 2020

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Item and Group	Indexes			Percent change from-		
	Oct. 2019	Nov. 2019	Dec. 2019	Dec. 2018	Oct. 2019	Nov. 2019
Owners' equivalent rent of residences <sup>(2)</sup>	393.549	395.433	395.838	1.9	0.6	0.1
Owners' equivalent rent of primary residence <sup>(2)</sup>	393.061	394.943	395.348	1.9	0.6	0.1
Fuels and utilities	191.750	195.591	195.743	1.0	2.1	0.1
Household energy	182.209	186.271	186.140	0.7	2.2	-0.1
Energy services	172.674	176.586	175.579	-0.4	1.7	-0.6
Electricity	172.177	175.324	171.328	-0.1	-0.5	-2.3
Utility (piped) gas service	163.461	168.327	171.967	-0.9	5.2	2.2
Household furnishings and operations	109.011	108.530	109.437	1.0	0.4	0.8
Apparel	123.379	118.933	115.059	-2.1	-6.7	-3.3
Transportation	219.524	221.339	220.151	1.8	0.3	-0.5
Private transportation	205.575	206.397	208.085	1.9	1.2	0.8
New and used motor vehicles <sup>(3)</sup>	88.875	88.651	90.297	1.0	1.6	1.9
New vehicles <sup>(1)</sup>	201.972	202.117	202.882	0.6	0.5	0.4
Used cars and trucks <sup>(1)</sup>	266.558	264.906	264.946	0.2	-0.6	0.0
Motor fuel	212.834	212.725	212.729	0.9	0.0	0.0
Gasoline (all types)	211.818	211.705	211.706	0.9	-0.1	0.0
Gasoline, unleaded regular <sup>(4)</sup>	210.090	210.034	210.067	0.8	0.0	0.0
Gasoline, unleaded midgrade <sup>(4)(5)</sup>	223.396	223.364	222.782	0.8	-0.3	-0.3
Gasoline, unleaded premium <sup>(4)</sup>	226.229	225.608	225.454	1.6	-0.3	-0.1
Motor vehicle insurance <sup>(1)</sup>	758.714	774.086	781.508	3.2	3.0	1.0
Medical care	518.374	518.443	519.528	4.5	0.2	0.2
Recreation <sup>(3)</sup>	126.975	127.234	128.159	3.1	0.9	0.7
Education and communication <sup>(3)</sup>	147.038	147.417	147.649	3.4	0.4	0.2
Tuition, other school fees, and child care <sup>(1)</sup>	1,241.481	1,241.715	1,241.750	3.7	0.0	0.0
Other goods and services	441.435	438.292	439.804	1.7	-0.4	0.3
Commodity and service group						
All items	279.255	279.468	279.816	2.2	0.2	0.1
Commodities	191.387	189.674	189.876	0.7	-0.8	0.1
Commodities less food and beverages	142.574	141.116	140.753	-0.1	-1.3	-0.3
Nondurables less food and beverages	182.270	179.968	179.142	0.0	-1.7	-0.5
Durables	92.472	92.011	92.176	-0.3	-0.3	0.2
Services	353.071	354.608	355.073	2.7	0.6	0.1
Special aggregate indexes						
All items less medical care	268.873	269.092	269.408	2.0	0.2	0.1
All items less shelter	236.876	236.807	236.889	2.2	0.0	0.0
Commodities less food	147.204	145.761	145.433	0.0	-1.2	-0.2
Nondurables	229.035	226.803	227.011	0.9	-0.9	0.1
Nondurables less food	187.410	185.191	184.455	0.1	-1.6	-0.4
Services less rent of shelter <sup>(2)</sup>	328.421	330.752	330.667	3.4	0.7	0.0
Services less medical care services	339.026	340.558	340.973	2.4	0.6	0.1
Energy	196.399	198.918	198.837	0.8	1.2	0.0
All items less energy	289.276	289.262	289.655	2.3	0.1	0.1
All items less food and energy	294.023	294.338	294.570	2.4	0.2	0.1

**Footnotes**

- (1) Indexes on a December 1977=100 base.
- (2) Indexes on a December 1982=100 base.
- (3) Indexes on a December 1997=100 base.
- (4) Special index based on a substantially smaller sample.
- (5) Indexes on a December 1993=100 base.

Last Modified Date: Tuesday, January 14, 2020

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**MINUTES**

**NEPTUNE TOWNSHIP RENT LEVELING BOARD**

**Minutes – January 2, 2020**

Ms. Riley , Chairperson, called the meeting to order at 6:00 pm and requested the Secretary to call the roll. The following members were present: Constance Holmes, Ruth Johnson, Naomi Riley, Alternate #1 Jeff Klein; Alternate #2 Bryan Acciani. Absent: James Manning

Ms. Riley stated adequate notice of this meeting as required by P.L. Chapter 231 has been provided by notice in the Coaster, which was posted on the bulletin board of the Municipal Complex and filing a said notice with the Municipal Clerk.

Ms. Riley announced that the Consumer Price Index [December's price index was 279.468, Area prices up 0.1 percent over the month and 1.8 percent over the year]

**APPROVAL OF MINUTES**

Mrs. Johnson offered a motion, moved and seconded by Mrs. Holmes to approve the minutes of the meeting for December 5, 2019; all were in favor.

**RESOLUTIONS**

**APPOINT CHAIRPERSON**

Mr. Klein offered the following resolution, moved and seconded by Ms. Riley that it be adopted:

RESOLUTION # 20-01  
RESOLUTION APPOINTING CHAIRPERSON  
FOR THE NEPTUNE TOWNSHIP RENT LEVELING BOARD

WHEREAS, the Neptune Township Rent Leveling Board selects a Chairperson among its members during its Reorganization Meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board that the Board hereby selects James Manning to serve as the Chairperson of the Neptune Township Rent Leveling Board for the year 2020.

The resolution was adopted on the following vote: Holmes, aye; Riley, aye; Johnson, Klein, aye; Acciani, aye.

**APPOINT VICE - CHAIRPERSON**

Mr. Klein offered the following resolution, moved and seconded by Mr. Acciani that it be adopted:

**RESOLUTION #20-02**

**RESOLUTION APPOINTING VICE-CHAIRPERSON  
FOR THE NEPTUNE TOWNSHIP RENT LEVELING BOARD**

WHEREAS, the Neptune Township Rent Leveling Board selects a Chairperson and Vice-Chairperson among its members during its Reorganization Meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board that the Board hereby selects Ruth Johnson. to serve as the Vice-Chairperson of the Neptune Township Rent Leveling Board for the year 2020.

The resolution was adopted on the following vote: Holmes, aye; Riley, aye; Johnson, Klein, aye; Acciani, aye.

**DESIGNATE MEETING DATES**

Ms. Riley offered the following resolution, moved and seconded by Mrs. Johnson that it be adopted:

**RESOLUTION #20-03**

**RESOLUTION ESTABLISHING REGULAR AND SPECIAL MEETING DATES OF THE  
NEPTUNE TOWNSHIP RENT LEVELING BOARD AND SETTING FORTH  
PROCEDURES THEREFORE**

WHEREAS, it is incumbent upon the Neptune Township Rent Leveling Board to reaffirm by annual resolution, the time and place of its regular meetings and its executive sessions to be held throughout the ensuing calendar year, as established in its adopted rules and regulations; and

WHEREAS, there was effective on January 19, 1976, throughout the State of New Jersey, the "Open Public Meetings Act" (N.J.S.A. 10:4-6 et seq) commonly referred to as the "Sunshine Law" requiring notification, publication and airing of all acts taken by the Rent Leveling Board of this municipality; and

WHEREAS, the Neptune Township Rent Leveling Board desires to implement the said act.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board that:

1. Regular meetings of the Neptune Township Rent Leveling Board for the year 2020 will be held at 6:00 p.m. on the second floor in the Township Committee Chambers, Neptune Township Municipal Building, 25 Neptune Blvd., Neptune Township, New Jersey, or any other designated location on the following meeting dates: February 6, 2020; March 5, 2020; April 2, 2020; May 7, 2020; June 4, 2020; July 2, 2020; August 6, 2020; September 3, 2020; October 1, 2020; November 5, 2020; December 3, 2020 and the Reorganization Meeting for the year 2020 will be January 7, 2021.

2. Special meetings and executive sessions of the Neptune Township Rent Leveling Board shall be at the call of the Chairperson or upon the vote of the membership at a prior regular meeting or by motion to follow any particular regular meeting.

3. This notice shall be posted upon the public bulletin board in the main entranceway of the Township Municipal Building and shall remain so posted for at least one month.

4. A copy of this resolution shall be mailed by the secretary of the Rent Leveling Board or the attorney of the Rent Leveling Board to the official newspapers of the Township of Neptune and the Neptune Township Rent Leveling Board.

5. The secretary, on behalf of the Rent Leveling Board, shall be authorized to direct that any other necessary action be performed by the appropriate officials or employees of the Borough to fulfill the mandates of the "Open Public Meetings Act" insofar as the same is applicable to the work and activities of the Rent Leveling Board.

6. This notice shall be published in the official newspapers of the Township of Neptune and the Neptune Township Rent Leveling Board within seven (7) days from the date hereof.



The resolution was adopted on the following vote: Holmes, aye; Riley, aye; Johnson, Klein, aye; Acciani, aye.

### **CONTINUING COMPLAINT OF JADUS MCINTYRE**

Mrs. Johnson offered the following resolution, moved and seconded by Mrs. Holmes that it be adopted:

#### RESOLUTION #20-04

#### RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT'S CONTINUING COMPLAINT OF JADUS McINTYRE

**WHEREAS**, the Neptune Township Rent Leveling Board was presented with a complaint by JADUS McIntYRE, residing at 1516 Monroe Avenue, Apt. 19A, Neptune Township, New Jersey, alleging reduction in services in violation of Section 4-30.9, entitled, "Standards of Service" of the Neptune Township Rent Control Ordinance, and sought relief as a result thereof; and

**WHEREAS**, a hearing on the complaint was scheduled and heard on May 2, 2019, after service was made upon the Landlord, namely, Harlee Garden Neptune Housing, 4403 15<sup>th</sup> Avenue, Suite 192, Brooklyn, NY 11219, as submitted by the Complainant, within the time period prescribed by local ordinance; and

**WHEREAS**, on May 2, 2019, the Complainant, JADUS McIntYRE and witness YOLANDA BROWN, appeared before the Neptune Township Rent Leveling Board and testified, with no one appearing on behalf of the Landlord; and

**WHEREAS**, the Neptune Township Rent Leveling Board, per the aforesaid Complaint, received the following grievances and requests for relief:

1. That the Complainant's unit is one of 12 units in the apartment complex, and has lived in the complex since 1997 and has had complaints with the Township of Neptune Code Enforcement Department resulting in Notices of Violation since 2017 for various maintenance issues, and has during the time period allowed by the Rent Leveling Board Ordinance, had leaks in the bathroom since June of 2018 resulting in the buckling of the bathroom floor. The Complainant contacted the Landlord's representative by phone on June 11, 2018 concerning the aforesaid leak and the Landlord undertook repairs to the floor for two days starting June 15, 2018. Although the floor had been for the most part replaced, it still was soft and appeared to not have been a complete repair; though the leaks in the bathroom had been stopped.
2. That the Complainant on October 12, 2018 noticed a leak in his son's bedroom and hallway closet. On November 1, 2018 the Complainant contacted the Landlord concerning a mold issue arising from the hallway closet and son's bedroom for which the Complainant provided photographs with regard to mold identified by the Board as T-1A,B,C&D, and further mold in Complainant's own bedroom, resulting in mold showing up on Complainant's stored shoes for which evidence was submitted in the form of photographs identified as T-7C&D is believed by the Complainant that as a result there was a mold problem throughout the apartment, and it was determined that the mold problem may be arising from the crawl space underneath the subject apartment, where the Landlord's representative admitted that plumbing was apparently being dumped in the crawl space instead of the sewer system. The Complainant had contacted the Landlord through the Maintenance Manager, Lester, on numerous occasions and since November 1, 2018 and there has been attempts made to remediate the mold issue by cleaning the closet and painting over the mold, but no evidence of effective remediation or hiring of a

certified mold remediation contractor to remediate mold either in the apartment or in the crawl space. Conversations with the Maintenance Manager, Lester, continued through March 28, 2019 concerning the mold problem without complete remediation, and both Complainant's son and Yolanda Brown, who testified suffer from chronic asthma and have presented evidence of needing medical care for the same.

3. That the Complainant indicated that as a result of work performed in the kitchen to replace the flooring due to leaks and apparent mold, the kitchen floor was not properly repaired or replaced with regard to the subflooring, and trip hazards continue to the present day, as evidenced by photographs and exhibits submitted into evidence as T-2A,B; T-3A,B,C&D; T-4A,B,C&D; T-5A,B&C; T-6A,B,C&D; T-7A&B.
4. That the Complainant had complained that much of the mold issue may be caused by improper dumping of sewer and water in the crawl space below the apartment, which was brought to the attention of the Landlord and resulted in a non-certified company removing material from the crawl space in plastic bags, demonstrated by T-8A,B,C&D, but without proof of complete remediation; and

**WHEREAS**, the Neptune Township Rent Leveling Board, based on the aforesaid grievances and request for relief, made the following determinations:

1. That the Board found that appropriate due process notice was given to the Landlord. Appropriate notice was made in accordance with the law set forth more fully in the case of Ivy Hill Park, Section 3 v. Abutidze, 371 N.J. Super. 103 (2004), as indicated by certified mail receipts attached to the Complaint.
2. That the Neptune Township Rent Leveling Board had subject matter jurisdiction over the tenant and Landlord, and the tenant/Complainant had been a tenant in the subject apartment complex, and the tenant/Complainant's unit was one of well over five (5) residential units in the apartment complex.
3. That the Complainant, JADUS McINTYRE, had occupied a unit at 1516 Monroe Avenue, Apt. 19A, Neptune, New Jersey, since 1997, at a present rent of \$1,022.00 per month, and had alleged reduction in services not yet totally resolved; and

**WHEREAS**, with regard to reduced services above the Board found:

1. The Board found that it was unrefuted that there were leaks in the kitchen in June, 2018, but that the leaks were corrected.
2. The Board found that apparently as a result of leaks and improper disposal of water and sewerage, a mold condition had developed in all rooms in the apartment, especially the hallway closet, both bedrooms, the kitchen and bathroom and that complaints had been filed with the Code Enforcement Department of Neptune Township concerning these issues since June 13, 2018 with complaints and reports submitted by Code Enforcement and submitted into evidence as T-9; that the Landlord was contacted verbally through the Maintenance Department as early as June 13, 2018 with the last discussion on March 28, 2019, and that the Landlord had responded and provided some remediation, which appeared to be insufficient and not certified as proper remediation for elimination of the mold, and that the Board found that the mold condition

had existed from as least June 13, 2018 to the present date, and proper notice was provided to the Landlord and that the Landlord responded within a reasonable time but had not acted in a reasonable fashion to eliminate the condition.

3. The Board found that the kitchen floor replacement as a result of both mold and leaks was appropriately reported to the Landlord and that the Landlord responded and did floor replacement, but said replacement had not been a reasonable replacement and the floor continued to be a hazard and a trip situation with possible mold in the subflooring with regard to the kitchen as reported by the Code Enforcement Officer of Neptune Township's Complaint of December 28, 2018 and February 28, 2019 submitted into evidence as T-9 and said conditions had existed since May 2, 2018.
4. That the Board found that the leaks in the bathroom and the replacement of the flooring were also a deficiency, but that the Landlord was notified and acted within a reasonable time period and had corrected and therefore was no longer an actionable matter.

The Neptune Township Rent Leveling Board at the aforesaid hearing found that the above referenced reduced services represented a reduced rental value and that the Complainant, JADUS McINTYRE, was entitled to credits towards rents due and owing in the future, as set forth in the aforesaid Resolution of June 6, 2019; and

**WHEREAS**, the Board set forth in the Resolution of June 6, 2019, that mold was a significant deficiency in the subject unit, which resulted in a reduced rental value from June 13, 2018 through the date of the hearing of May 2, 2019 of 50% of the total base rent of the subject unit, with a present rent of \$1,022.00 per month; or for complete months, a credit of \$511.00 for a total credit through the hearing of May 2, 2019 of \$5,433.00; and

**WHEREAS**, the Board further found that the tenant/Complainant was allowed continuing credit of the 50% of the base rent until the mold had been totally eradicated by the Landlord by certified remediation; and

**WHEREAS**, the Board also found that the improper flooring in the kitchen was a significant deficiency; resulting in a reduced rental value of 5% of the total base rent of \$1,022.00 per month from May 2, 2018 to the hearing date of May 2, 2019 or \$612.00, and further held that the credit would continue representing 5% of the total base rent until said kitchen floor issue had been totally remediated by the Landlord. Based on the evidence presented, the floor continued to be a "hazard and a trip situation" as reported by Code Enforcement Officers of the Neptune Township Code Enforcement Department in a Complaint of December 28, 2018 and February 28, 2019 submitted into evidence; and

**WHEREAS**, the attorneys for the Landlord, Harlee Gardens, LLC, namely Regan and Regan, Peter Regan for the Firm, made a formal application before the Board in order to prove that all deficiencies aforesaid had been eliminated by letter of September 4, 2019. Based on a report from Centric Environmental Solutions, dated August 21, 2019; and

**WHEREAS**, the Landlord, through its attorney, Peter Regan, Esq., made its presentation on October 3, 2019 before the Rent Leveling Board and presented testimony from the owner and members of the staff who were involved in the alleged cleanup of the subject property and the fixing of the floors, but not the company that prepared

the Mold Inspection Report, and based on the fact that the report that was submitted did not include all of the rooms allegedly subject to mold, Peter Regan made a request for continuance of the hearing and an adjournment so that his client could obtain another Mold Inspection Report that would include every room in the apartment and the crawl space, which was scheduled for November, 2019; and

**WHEREAS**, it was determined at the October 3, 2019 hearing that work was done on the subject floors and Complaints filed previously by Code Enforcement were dismissed voluntarily by Code Enforcement on July 25, 2019; and

**WHEREAS**, at the continuation of the subject hearing on December 5, 2019, a subsequent Mold Remediation Report was submitted, dated November 11, 2019 by Centric Environmental Solutions and signed by James T. Dallas, a Board Certified Environmental Consultant, which covered an inspection of the entire subject unit, and both the Report and testimony for the first time of Mr. Dallas concluded that any mold that may have existed previously in the subject unit had been eradicated; apparently as a result of actions taken by the Landlord through individuals who testified at the October 3, 2019 hearing, and based on said testimony and based on testimony from December 5, 2019, both credits with regard to mold and credits due to improper flooring should be discontinued.

**NOW, THEREFORE, BE IT ORDERED AND DETERMINED**, by the Neptune Township Rent Leveling Board, that the Neptune Township Rent Leveling Board has found and determined the following:

1. Based on the report of James T. Dallas, a Certified Environmental Consultant in the area of mold remediation and inspection, and based on his Mold Remediation Report of November 11, 2019 and his testimony of December 5, 2019, it was determined that although there was no evidence of a Certified Remediation, that the evidence from a Certified Inspector in Mold Inspection and Eradication was sufficient to establish that the mold had been discontinued as of the date of the final inspection report dated November 11, 2019, and that credits previously provided to the tenant with regard to the mold issue should be discontinued as of November 11, 2019.

**BE IT FURTHER ORDERED AND DETERMINED**, that based on testimony both at the hearings of December 5, 2019 and October 3, 2019, credits with regard to the flooring issue be discontinued as of the date in which the Code Enforcement Officer's Complaints were dismissed on July 25, 2019, as stipulated to by the Landlord; which meant that if the tenant had taken credits through December, 5, 2019, the date of the hearing in this matter, the Landlord would be entitled to a refund of credits of 6 days in July of 2019; \$1.65 per day or \$9.90 for the month of July and \$51.00 per month for any credits taken by the tenant in the months of August through December, 2019.

**BE IT FURTHER ORDERED AND DETERMINED**, that based on the consent and stipulation of the Landlord, the Landlord shall place a humidifier or humidifiers in the crawl space below the subject unit that have a capacity of 1,000 sq. feet per humidifier within 30 days after the adoption of this Resolution and maintain the same to keep the humidity to appropriate levels in the crawl space, and shall also have access to the unit with the cooperation of the tenant to clean the interior of the heating system to reduce the amount of "dust" which may have caused the mold.

**IT IS FURTHER ORDERED AND DETERMINED**, that the municipal attorney is hereby authorized to provide the Landlord, Harlee Garden Neptune Housing, through its attorney, Peter Regan, Esq., of Regan and Regan, located at 3100 Rt. 138 West, Brinley Plaza, Bldg. 1, Wall, New Jersey 07719, and the tenant/Complainant, JADUS McINTYRE, 1516 Monroe Avenue, Apt. 19A, Neptune Township, NJ 07753, with a written notice of this decision by copy of this Resolution effective the date of execution of this Resolution by supplying the same pursuant to Ordinance and that either the Landlord or the tenant/Complainant shall have a right within twenty (20) days of the date of receipt of the determination in accordance with the Neptune Township Rent Control Ordinance, Rules and Regulations of the Neptune Township Rent Leveling Board to file an appeal before the Neptune Township Committee.

Ms. Riley questioned whether they were obligated to prove they put humidifiers in the apartment.

Mr. Anthony stated he would send a letter advising them to do so within 90 days.

Mrs. Johnson requested a copy of the letter be sent to Mr. McIntyre as well.

The Board discussed the credits for the mold.

The resolution was adopted on the following vote: Holmes, aye; Riley, aye with reservations; Johnson, Klein, aye; Acciani, aye.

Mr. Anthony stated an appeal was made regarding this case and because the Board used the address that was listed. He stated the owner should have notified the Township of the change of address which he did not so they appealed it. The cost of the transcript has been ordered but they haven't paid for it and his though process was to send a letter to the Township to decline the appeal. The Board discussed deposit fees for transcripts in the event of an appeal in the future. He recommended the appeal be dismissed for lack of prosecution over 90 days since the landlord was notified as to the cost of Board transcripts and his failure to pay. A motion was offered, moved and seconded by Ms. Riley all were in favor.

The Board also agreed to amend the rules and regulations of the Board, offered by Mrs. Holmes, moved and seconded by Mrs. Johnson; all were in favor.

### **DISCUSSION ITEMS**

The Board discussed current vacancies on the Board. Mr. Klein declined becoming a regular member stating he wished to remain an alternate. A motion was offered by Ms. Riley, moved and seconded by Mrs. Johnson authorizing the Board Attorney to request the filling of one vacancy and one Alternate seat. All were in favor

### **PUBLIC PARTICIPATION**

None

Ms. Riley offered a motion, moved and seconded by Mrs. Johnson to adjourn the meeting. All were in favor.

Pamela D. Howard  
Secretary

**RESOLUTIONS**

Resolution #20-05

**RESOLUTION AMENDING THE RULES  
AND REGULATIONS OF THE  
RENT LEVELING BOARD**

**WHEREAS**, the present Rules and Regulations of the Neptune Township Rent Leveling Board were adopted on December 17, 2013. The Rules and Regulations were amended on November 3, 2016 to provide for a Hardship Application Form, and again on February 2, 2017 to provide for a Capital Improvement Form. Thereafter, on March 1, 2018, it was amended to provide for a specific amount of copies to be provided to the Rent Board Secretary, and on May 3, 2018 it was amended with regard to the Landlord's Application for a Hardship or Capital Improvement, including in addition to the original application, attachments and exhibits, copies of the application and all attachments and exhibits are to include copies of all applications and attachments and exhibits for all regular members of the Rent Leveling Board, as well as additional copies for all appointed alternate members and a copy for the Board Attorney. Thereafter, on August 1, 2019, there was an amendment to Clause VII, entitled "Notice" to add (E.) to place responsibility on the landlord for notifying both tenants and the municipality of any change of address, and that failure to do so will deny the landlord the argument on appeal that the landlord was not properly served with notice at their most recent address. There is now a need to further amend the Rules and Regulations to amend provisions concerning deposits for appeals to the Mayor and Township Committee to raise said deposits for hearing transcripts with regard to hearings involving Capital Improvement Applications or Hardship Applications made by Landlords to Three Thousand Dollars (\$3,000.00) and all other applications raised to One Thousand Dollars (\$1,000.00) in order to better cover the cost of said transcripts if final payment is not made by certain applicants.

**NOW, THEREFORE, BE IT RESOLVED**, that the Neptune Township Rent Leveling Board of the Township of Neptune hereby amends the Rules and Regulations as set forth more fully in the attached copy of the Rules and Regulations to this Resolution, to provide that said Rules and Regulations shall be amended (Paragraph XI) to raise the necessary deposit provided by an applicant for an appeal of a decision of the Rent Leveling Board for Capital Improvement and Hardship Applications from the present required deposit to Three Thousand Dollars (\$3,000.00) and for all other appeals One Thousand Dollars (\$1,000.00); unless there is a request by the applicant before the Rent Leveling Board for a hardship reduction, which may be granted by the Board in its sole discretion. A true copy of the Rules and Regulations, and in particular the aforesaid Amendment is attached to the within Resolution as Exhibit A.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

Dated: February 6, 2020

\_\_\_\_\_  
JAMES MANNING, Jr., Chairman

ATTEST:

\_\_\_\_\_  
PAM HOWARD, Secretary

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Neptune Township Rent Leveling Board at a meeting held on February 6, 2020.

ATTEST:

\_\_\_\_\_  
PAM HOWARD, Secretary



**RULES AND REGULATIONS  
OF THE  
RENT LEVELING BOARD  
OF THE  
TOWNSHIP OF NEPTUNE**

**I. MEETINGS**

A. The Rent Leveling Board [hereinafter "Board"] shall meet for one Agenda Meeting and one public meeting [hereinafter "Regular Meeting"] each month.

B. To convene a meeting of the Board, a quorum of the Board's members must be present.

C. The Board may meet at such additional times as it deems necessary. Any such additional meetings shall be advertised by public notice in the official newspaper(s) of the Township and announced at the regularly scheduled meeting preceding the additional meeting.

D. The Agenda Meeting and Regular Meeting will be held in the Township Committee Chambers, on the second floor of the municipal building on the 1<sup>st</sup> Thursday of each month, with the Agenda Meeting commencing at 6 p.m., and the Regular Meeting commencing immediately thereafter.

E. All Regular Meetings and Agenda Meetings are open to the public and are subject to the Open Public Meetings Act, N.J.S.A. 10:4-12.

F. The Agenda Meeting shall be for the sole purpose of establishing the agenda for the following Regular Meeting and no formal determinations may be made thereat.

G. Executive sessions closed to the public are allowed only upon motion made and passed by the Board pursuant to and in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(b) which provides specific items that can be discussed in closed session.

## II. OFFICERS

A. The presiding officer of the Board shall be the Chair who shall preside at all meetings.

B. The duties of the Chair shall be as follows:

1. To preside at all meetings of the Board;
2. To sign all formal decisions and resolutions of the Board on behalf of the Board;
3. To ensure that the Rules and Regulations of the Board and the terms of the Neptune Township Rent Control Ordinance are observed and adhered to in the conduct of the business of the Board;
4. To perform all other duties incidental to the office of the Chair as may, from time to time, be required.

C. The Chair shall serve for the balance of the year of initial organization and thereafter serve for a term of one year, commencing with the organizational meeting each January and shall serve until election or reelection of any particular chairperson to the Rent Leveling Board by the Board. There is no limitation of terms for the election or re-election of any particular Chair to the Rent Leveling Board by the Board.

D. The Chair shall be elected by majority vote of the Board at the initial organizational meeting and the annual reorganizational meeting of the Board each January. If no candidate for the office of Chair receives a majority of the Board's member's votes, a runoff election between the two members receiving the highest number of votes shall be held and the winner shall assume the office of Chair. If, because of a tie vote, two runoff candidates cannot be ascertained, the two candidates receiving the highest vote totals and having the longest term of service on the Board shall be runoff candidates.

E. In the absence of the Chair, the member present having the longest term of service on the Board shall preside.

### III. ORDER OF BUSINESS

A. The order of business at the Board's Agenda Meetings shall be as follows:

1. Roll call;
2. Reading of Sunshine Law;
3. Approval of minutes and any amendments thereto;
4. Reading of Consumer Price Index;
5. Old business: continuation of hearings on complaints previously filed and acted upon and other carry-over business;
6. New business: review of new complaints received by the Board;
7. Public participation;
8. Announcement of Decontrols;
9. Approval of vouchers;
10. Any other items before the Board;
11. Adjournment.

B. The order of business at the Board's Regular Meetings shall be as follows:

1. Roll call;
2. Reading of Sunshine Law;
3. Establishment of Regular Meetings for the year at the Re-organization Meeting;

4. Appointment of Chairperson at the Re-organization Meeting;
5. Approval of minutes and amendments thereto;
6. Reading of Consumer Price Index;
7. Old business: continuation of hearings previously commenced on complaints filed and other continued business;
8. New business; hearing and adjudication of new cases based on complaints filed and other new business;
9. Discussion of other pertinent and timely matters raised by Board Members;
10. Hearing of public comments and questions;
11. Reading of decontrols;
12. Approval of vouchers;
13. Adjournment.

As appropriate, the Agenda for the Regular Meeting may designate matters under the categories of "Old Business" and "New Business".

#### IV. TENANT'S COMPLAINTS

A. A tenant may institute a proceeding by signing a complaint and presenting it to the Board in person or by mail. This complaint shall be on the Board's prescribed complaint form available at Township Hall and each filed complaint shall be numbered consecutively as received and filed. The complainant shall signify his intent to testify at the public hearing on the complaint and will sign any complaint submitted.

B. At the hearing on any complaint, the complainant shall be required to submit either copies of the written leases pertaining to the rented premises or other proof of present and previous rent charges. The original documents will be made available for examination and inspection and, if appropriate, entered into evidence at the public hearing.

C. The Board may, in its discretion, group similar complaints involving the same issues and landlord, in an effort to expedite disposition of cases.

D. For purposes of control, if a complaint is presented to the Board at its Regular Meeting, the date of said meeting shall be the filing date for the complaint. If a complaint is filed other than at a Regular Meeting of the Board, the filing date shall be the date in which the Board Secretary received the Complaint for filing.

E. No relief shall be granted by the Board to the extent that a complaint seeks relief for any period more than one year prior to the filing of the complaint.

## **V. LANDLORD'S APPLICATION**

A. A landlord may apply to the Board for an additional rental increase based upon the grounds set forth in section 4 of the Ordinance.

B. The application may be presented to the Board during any Regular Meeting of the Board. The Board shall number the applications consecutively as they are received and filed.

C. The Board shall schedule hearing dates for applications received and advise applicant of said hearing date.

D. All Hardship Applications shall make use of the Hardship Application attached hereto as Exhibit A.

E. All Capital Improvement Applications shall make use of the Capital Improvement Application attached hereto as Exhibit B.

F. All Landlord Applications for Hardship or Capital Improvements shall include in addition to the original application and attachments/exhibits provided to the Board Secretary, copies of the application and all attachments/exhibits for all Regular Members of the Rent Leveling Board, as well as additional copies for all appointed Alternate Members, and a copy shall be mailed or delivered directly to the Board Attorney.

## **VI. BOARD INITIATED HEARINGS**

A. Any board member may initiate a complaint by introduction of a motion which must be duly seconded and adopted by a majority of those members present.

B. Said motion shall include a statement of the pertinent facts warranting the initiation of the complaint and a hearing thereon.

C. Written notice of the action of the Board initiating a complaint and the stated facts thereof shall be provided to the landlord and any affected tenants. If, by virtue of the number of affected tenants, individual notice to tenants is not practicable, the Board shall, in its notice to the landlord, require the landlord to post a copy of the notice in a conspicuous public place at the

premises, not later than fifteen (15) days preceding the date set forth in the notice for the hearing on the complaint.

## VII. NOTICE

A. Tenant Complaint: Notice shall be served upon a landlord either personally or by Certified Mail/RRR along with a copy of the complaint and exhibits, if any, not less than fifteen (15) days prior to the scheduled hearing date.

B. Landlord Application: Upon the filing of an application by a landlord, notice shall be given the tenant(s) by Certified Mail/RRR or personal service within the fifteen (15) day time period, and per the requirements of Section VII, D below.

C. Upon initiation of a hearing by the Board, notice will be served upon the landlord and affected tenant(s) in the manner prescribed in VI. C. above.

D. Any notice required by this section shall include for each affected party a copy of the filed complaint or application and all attached exhibits that were part of the filed complaint or application and notice of the date, time and place that the matter is scheduled for hearing.

E. Notice provided to the landlord shall be sent and/or served at the address last provided to tenant(s) in their Lease Agreement or by separate certified notification. The landlord is responsible to advise the tenant(s) and the municipality of any change of address from that in municipal records by copying the tenant and the municipality with any amended Registration Statement required to be filed with the State of New Jersey or the municipality. Failure to comply with this provision shall serve as the basis for dismissing any motion or appeal by a landlord stating that the landlord failed to obtain notice due to a change in address.

## VIII. HEARING AND ADJUDICATION

A. The Board will not entertain any issues not in the written complaint or application.

B. A hearing on any complaint or application shall be opened by introduction of parties and their representatives, followed by identification of pertinent documents and other papers.

C. In connection with a landlord's application as provided in V. above, the following must be submitted by the landlord to the Board in addition to his application:

1. Legible profit and loss statement;
2. Balance sheet;
3. Copies of invoices and/or contracts evidencing major expenditures;
4. A computation of projected rent increases as authorized by the Ordinance for a twelve (12) month period (for purposes of this projection, a uniform lease expiration ate may be used);
5. A statement sufficient to identify expenses that may fall into the capital improvement category;

6. Sufficient copies as listed in Paragraph V(F) above;
7. Request for hearing (shall be made at least thirty (30) days prior to requested hearing date);
8. Proof of service upon tenants (may be provided at time of hearing);
9. Landlord's affidavit attesting to the accuracy of the profit and loss statement and the balance sheet submitted and that the line items contained therein are true and accurate.

D. In cases where a tenant's personal appearance at the hearing constitutes a hardship to the tenant/complainant, the Board may waive the requirement of personal appearance, provided the complainant has a personal representative with knowledge of the relevant facts appear and state the complainant's case, or the complainant has fully explained the case in writing in detail sufficient to permit the Board to render a decision.

E. The order of the proceedings shall be:

1. Opening statements;
2. Introduction of documents;
3. Examination of witnesses;
4. Cross examination of witnesses;
5. Questioning by Board members;
6. Presentation of exhibits;
7. Final summation.

The complainant or applicant shall proceed first. The order of presentation may be varied by the Board when it deems it advisable to do so.

F. Proceedings before the Board shall be informal in that strict adherence to the rules of evidence shall not be required provided, however, that in each instance, the evidence presented must be relevant to the issues before the Board.

## IX. DETERMINATIONS

A. The Board shall send written notice of its final determination to the complainant and the landlord.

B. The Board shall provide the Governing Body with the determination of the Board when requested to do so.

C. All determinations of the Board shall be a matter of public record and shall be part of the minutes of the hearings.

## X. ENFORCEMENT OF BOARD DECISIONS

A. In cases where a landlord or tenant is in willful wanton and intentional violation of a Board decision or in violation of any aspect of the "Open Housing Practices; Rent Control; Protective Tenancy" ordinance, the Board, by resolution, pursuant to Sections 4-32.1 and 4-32.2

of the Rent Control ordinance may make a recommendation to the Township Committee that the violation be prosecuted by the Township Code Enforcement Officer by signing a complaint within fifteen (15) days after Township Committee authorization by resolution.

B. Prior to any recommendation being made to the Mayor and Township Committee concerning a violation of a Board decision or a violation of the Rent Control ordinance, the Board shall authorize the Board Attorney to put the violating landlord or tenant on written notice of the alleged violation by mailing a letter by certified mail, return receipt requested, and regular mail to the violator and demand that the violator cease his violation within ten (10) days of receipt of the aforesaid notice or a time period that the Board Attorney feels would be reasonable under the circumstances with regard to cessation or remediation of the violation and should said violation not cease, or is remediated, within the time period prescribed by the notice the Board's recommendation may at that time be forwarded to the Mayor and Township Committee. The Board may authorize the notice and recommendation to the Mayor and Township Committee simultaneously under the same resolution with the provision that the recommendation be made subject to the violator failing to cease his violation or failure to remediate within the time period prescribed by the notice.

C. The enforcement procedure stated in Paragraphs (A) and (B) above shall not be considered either exclusive or mandatory in nature and the Board may pursue any and all existing means of enforcement allowed by the Rent Control Ordinance and by law within the authority and powers granted to the Rent Control Board.

## XI. DOCUMENTATION

A. Minutes will be recorded by the Board Secretary and shall be posted in Township Hall.

B. All Regular Meetings will be tape recorded to provide a verbatim account of said meetings.

C. The transcript of any hearing will be provided to anyone requesting it in writing. The request must be accompanied by a check or money order to cover the deposit required.

1. A minimum deposit of Three Thousand Dollars (\$3,000.00) on all appeals from decisions concerning Capital Improvements and Hardship Applications shall be required and a One Thousand Dollar (\$1,000.00) deposit on all other requests for transcripts or that amount required by an outside contractor, if any, either contracted for by the Board or requestor, whichever is greater.

2. The cost of a transcript will be \$7.50 per typed page or that amount required by an outside contractor, if any, either contracted for by the Board or requestor. The cost will be deducted from the deposit and adjustments made when the transcript has been compiled.



3. Additional copies of the transcript will be provided at a cost of fifty (\$.50) cents per page per copy or that amount required by an outside contractor, if any, either contracted for by the Board or requestor.

4. Should actual costs be less than the deposit required, the balance, if any, shall be returned to the requestor after receipt of the transcript of the hearing.

5. Any individual required to pay the aforesaid deposit for transcript for which said individual feels is a hardship to the individual may make an application simultaneous with the application for the transcript to the Board for a Hardship Hearing and present his or her case before the Board setting forth the circumstances for which he or she feels that the amount of the deposit is a hardship, and the Board, in its sole discretion, may make a determination to reduce the amount of the transcript deposit to the extent that it may be greater than that required by an outside contractor, if any, or that which may have been contracted for the Board or the requestor.

D. All matters coming before this Board, including but not limited to documents, evidence, testimony, applications, complaints, etc., shall be a matter of public record.

E. The Minutes of the Board shall be a permanent record of the Board and maintained on file at Township Hall for such time as the Governing Body or Township Clerk, as appropriate, shall determine, or as otherwise provided by law.

## **XII. DETERMINATION OF PROTECTED TENANT STATUS**

All applications made to the Board for protected status under the Senior Citizen and Disabled Protected Tenancy Act [“the Act”] shall be referred by the Board to the Board’s attorney for his review and determination of eligibility. If the Board attorney concludes that any application is incomplete, he shall notify the applicant in writing of the nature of the incompleteness and request that any information or documentation necessary to render the application complete be provided to him within the time prescribed by the Act. Upon receipt of a complete application, the Board attorney shall promptly review the application and supporting documentation and render a decision thereon concerning the applicant’s eligibility under the Act. The Board attorney’s decision concerning eligibility shall be made within the time prescribed by the Act, provided, however, that the Board attorney shall reduce his eligibility determination to the form of a written resolution which shall be presented to the Board for adoption as soon as practicable and unless the Board adopts a resolution contrary to the Board attorney’s determination, the eligibility determination of the Board attorney shall be deemed final for all purposes of the Act.

## **XIII. PROCEDURE FOR APPEALS**

A. Time for appeal – Both landlord and tenant may appeal a decision, resolution or action of the Board within twenty (20) days from the date of the determination.

B. How to appeal – An appeal from a decision of the Board is taken by serving a copy of the Notice of Appeal and a Request for Transcript upon all parties appearing in the action and the Board with the original Notice of Appeal to the Mayor and Township Committee and the original Request for Transcript to the Secretary of the Board within the time period prescribed by XII. A.

C. Requirements of Notice of Appeal – The Notice of Appeal shall set forth the name of the party taking appeal (appellant) and his address or the address of his attorney, if represented, the names of all parties to the action and to the appeal, and shall designate the decision, action or rules appealed from with an attached copy of the written decision, action or rule or, if not in writing, description of the same.

D. Request for transcript – A request for transcript shall be filed not later than the time of the Notice of Appeal with the original filed with the Board's Secretary and a copy to all parties and to the Mayor and Township Committee. Said request for transcript shall state the names of all parties to the action, date or dates of hearing and be accompanied with a deposit as prescribed by XC(1). If no verbatim record was made the proceedings, the appellant shall within fourteen (14) days of the filing of the Notice of Appeal serve upon all parties a statement of the evidence and proceedings prepared from the best available sources including his recollection. The respondent may within fourteen (14) days after service, serve upon the Appellant, the Mayor and Township Committee and the Board any proposed objection or amendment. Within fourteen (14) days after objections have been filed or if no objection within sixty (60) days of the Notice of Appeal, the Board shall file with the Mayor and Township Committee its settled statement of proceedings and provide copies to all parties.

If a verbatim record made of the proceedings has been lost, destroyed or otherwise is unavailable, the Board will supervise the reconstruction of the record. In such a case, the Board's Secretary will advise the parties within fourteen (14) days of service of the request of transcript of the need to reconstruct the record. At such time, the applicant shall have fourteen (14) days to file his statement of evidence and proceedings prepared from the best available sources including his recollection. The respondent shall have fourteen (14) days after service of appellant's statement to service upon the appellant, Mayor, Township Committee and Board any proposed objections or amendments. Within sixty (60) days of the filing of the Notice of Appeal, the Board based on the statements, amendments and objections, if any, of the parties along with its own evidence and recollection shall submit to the Mayor and Township Committee with copies to the respective parties a written statement as to the reconstructed record of the hearing which is the subject of the appeal.

E. Decision of appeal – The Mayor and Township Committee shall hold a hearing on the appeal and schedule the same upon receipt of both the Notice of Appeal and transcript or statement or reconstruction of proceedings.

F. Copies of transcript or statement or reconstruction of proceedings – Appellant must provide an original and six (6) copies of the transcript, if available, to the Mayor and Township Committee with a copy to all parties in the action and a copy to the Board at his own cost and expense.

G. The Appellant shall provide all affected parties written notice of the appeal at least ten (10) days prior to the hearing before the Mayor and Township Committee by Certified Mail/RRR or personal service, which shall include the Notice of Appeal, the date, time and place of the hearing and shall indicate to the affected parties the availability of the transcript and all documentation utilized for the appeal at a location convenient, on site with regard to the apartment complex, which can be inspected by the affected party or for which copies can be purchased at a rate which is the same as that of the municipal rate for copies.

#### **XIV. BOARD VACANCIES AND REMOVAL OF BOARD MEMBERS**

Pursuant to N.J.S.A. 40A:9-12.1 the following grounds shall establish the existence of a vacancy on the Rent Leveling Board or the legal basis for seeking a removal of a Board member:

- A. Upon it's being so declared by judicial determination;
- B. Upon the filing by such member of his written resignation;
- C. Upon refusal of a person designated for appointment for such office to qualify or serve;
- D. Upon the determination of the appointment authority that such officer shall have become physically or mentally incapable of serving;
- E. Upon the death of such of such member;
- F. In this case of a member of the board without being excused by a majority of the authorized members of such body, failing to attend and participate at meetings of such body for a period of eight consecutive weeks or for four consecutive regular meetings, whichever shall be of longer duration, at the conclusion of such period provided that

such body shall notify the Township Committee of the Township of Neptune in writing of such determination; provided, further, that the Board may refuse to excuse only with respect to those failures to attend and participate which are not due to legitimate illness.

- G. Upon the removal of such officer for cause in accordance with the law or any other reason prescribed by law.

**XV. RULES AND REGULATIONS**

- A. A copy of these Rules and Regulations shall be filed with the Township Clerk.
- B. These Rules and Regulations may be amended by a majority vote of the Board.
- C. All amendments to these Rules and Regulations shall be presented at a Regular Meeting of the Board for public discussion and Board vote, prior to adoption.

Dated: December 17, 2013; amended November 3, 2016; February 2, 2017;  
March 1, 2018; May 3, 2018; August 1, 2019; February 6, 2020

**RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD  
RECOMMENDING TO THE TOWNSHIP COMMITTEE THE DISMISSAL OF THE  
APPEAL ON TENANT'S COMPLAINT OF JADUS McINTYRE**

**WHEREAS**, the Neptune Township Rent Leveling Board was presented with a complaint by JADUS McINTYRE, residing at 1516 Monroe Avenue, Apt. 19A, Neptune Township, New Jersey, alleging reduction in services in violation of Section 4-30.9, entitled, "Standards of Service" of the Neptune Township Rent Control Ordinance, and sought relief as a result thereof; and

**WHEREAS**, a hearing on the complaint was scheduled and heard on May 2, 2019, after service was made upon the Landlord, namely, Harlee Garden Neptune Housing, 4403 15<sup>th</sup> Avenue, Suite 192, Brooklyn, NY 11219, as submitted by the Complainant, within the time period prescribed by local ordinance; and

**WHEREAS**, on May 2, 2019, the Complainant, JADUS McINTYRE and witness YOLANDA BROWN, appeared before the Neptune Township Rent Leveling Board and testified, with no one appearing on behalf of the Landlord; and

**WHEREAS**, the Neptune Township Rent Leveling Board on June 6, 2019, adopted Resolution 2019-06 determining certain credits be allowed to the Tenant as a result of reduced rental value caused by both mold and improper flooring in the kitchen; and

**WHEREAS**, although the Landlord did not participate in the aforesaid hearings, upon receipt of the aforesaid Resolution of June 6, 2019, the Landlord filed a Notice of Appeal to the governing body of Neptune Township, and requested a transcript of the aforesaid hearings before the Neptune Township Rent Leveling Board; and

**WHEREAS**, a deposit was made by the Landlord in the amount of \$250.00 for the invoice of the transcripts of the Board hearings and an invoice for the balance of the cost of said transcripts was forwarded in the amount of \$658.45 to the Landlord's attorney on September 27, 2019. However, to date the invoice has not been paid, and the Landlord has not proceeded on the aforesaid appeal; and

**WHEREAS**, the Landlord's delay in payment of the aforesaid invoice and proceeding with the aforesaid appeal is over 90 days, and by email from the attorney for the Landlord, Ragan and Ragan, W. Peter Ragan, Jr., of December 12, 2019, Mr. Ragan indicated that he "may not be the attorney much further on the appeal."

**NOW, THEREFORE, BE IT RESOLVED**, by the Neptune Township Rent Leveling Board, that the Neptune Township Rent Leveling Board feels that due to the Landlord's refusal to pay the balance of the transcript cost necessary to proceed with the appeal in the Jadus McIntyre matter, and the attorney for the Landlord's indication in December, 2019 that he may not proceed as the attorney for the Landlord, it seems to indicate that the Landlord has no intention of prosecuting this matter in a diligent fashion within a reasonable period of time, and

the Rent Leveling Board hereby recommends to the Mayor and Township Committee that they should consider dismissing the appeal of Harlee Gardens, LLC against Jadus McIntyre for lack of prosecution.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: February 6, 2020

\_\_\_\_\_  
JAMES MANNING, JR.  
Chairman

ATTEST:

\_\_\_\_\_  
PAM HOWARD, Secretary

I hereby certify the foregoing to be a true copy of the resolution adopted by the Neptune Township Rent Leveling Board at a meeting held on February 6, 2020.

ATTEST:

\_\_\_\_\_  
PAM HOWARD, Secretary